



BONNIE GORE, PLACER COUNTY, CHAIR
BILL HALLDIN, ROCKLIN
DAN KARLESKINT, LINCOLN
ROBERT WEYGANDT, PLACER COUNTY
JOHN ALLARD, ROSEVILLE
KEN GREHM, EXECUTIVE DIRECTOR

MEETING OF THE BOARD OF DIRECTORS AGENDA

September 17, 2020 5:00 PM

Materials Recovery Facility Administration Building
3013 Fiddymment Road, Roseville, CA 95747

The WPWMA Board of Directors September 17, 2020 meeting will be open to in-person attendance. To remain in compliance with the state's public health guidance, the WPWMA will limit in-person attendance to 25% of the WPWMA Board Chambers capacity and will require 6 feet of social distancing inside and outside the chambers. There will be no standing room in the chambers. If all seats are occupied, members of the public will be asked to wait outside the chambers. Due to the reduced capacity, the WPWMA requests that members of the public only enter the chambers for the item they wish to participate on and then leave promptly thereafter.

Individuals may also participate in the meeting by the following means:

during the meeting via a Zoom webinar at <https://placer-ca-gov.zoom.us/j/95510693873>

or by calling (888) 788-0099 Webinar ID: 955 1069 3873

-OR-

prior to or during the meeting via email at info@WPWMA.ca.gov

Subject: September 17, 2020 WPWMA Meeting Comment

Public comments will be accepted until the adjournment of the meeting, distributed to the Board of Directors, and included in the meeting record.

*Individuals or parties who know in advance that they would like to address the Board on a specific topic may pre-register by sending their name, email, phone number and agenda item of interest to the Clerk of the Board at info@WPWMA.ca.gov Subject: September 17, 2020 WPWMA Meeting Comment
Registration no later than 5:00 pm PDT on September 16, 2020.*

Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection by emailing the Clerk of the Board at info@WPWMA.ca.gov. The Western Placer Waste Management Authority is committed to ensuring that persons with disabilities are provided the resources to participate fully in its public meetings. If you require disability-related modifications or accommodations please contact the Clerk of the Board at (916) 543-3960 or at info@WPWMA.ca.gov. If requested, the agenda shall be provided in appropriate alternative formats to persons with disabilities. All requests must be in writing and must be received by the Clerk three business days prior to the scheduled meeting for which you are requesting accommodation. Requests received after such time will be accommodated if time permits.

1. Call Meeting to Order
2. Pledge of Allegiance (Director Allard)
3. Roll Call
4. Statement of Meeting Procedures (Clerk of the Board)
5. Agenda Approval

6. Public Comment

This is a time when persons may address the Board regarding items not on this Agenda. It is requested that comments be brief, since the Board is not permitted to take any action on items addressed under Public Comment.

7. Announcements & Information

- a. Reports from Directors ----
- b. Report from the Executive Director ----
- c. Financial Reports Pg. 5
- d. Monthly Tonnage Reports ----
- e. Community Meeting to Discuss Odors (Jennifer Snyder) Pg. 7
- f. Waste Action Plan Update (Eric Oddo) Pg. 9

8. Consent Agenda

- a. Minutes of the Board Meeting held July 9, 2020 Pg. 13
 Approve as submitted.
- b. Support of the California Product Stewardship Council (Stephanie Ulmer) Pg. 15
 Authorize payment of \$1,500 to the California Product Stewardship Council.
- c. Agreement with JPW Communications, LLC for General Public Education and Outreach Services (Stephanie Ulmer) Pg. 17
 Authorize the Chair to sign a two-year agreement with JPW Communications, LLC to provide professional services related to the WPWMA's public outreach, education and engagement program.
- d. Ratification of the Agreement with Quality Scales for Truck Scale System Repair and Approval of the First Amendment to the Agreement (Keith Schmidt) Pg. 29
 Ratify the Agreement with Quality Scales Unlimited (QSU) for truck scale system repairs and authorize the Executive Director or designee to sign the First Amendment for a total of \$41,000, increasing the total not-to-exceed cost of the Agreement to \$121,000.
- e. Amendment to the WPWMA's Conflict of Interest Code (Eric Oddo) Pg. 49
 Adopt Resolution 20-3 which amends the WPWMA's Conflict of Interest Code.
- f. Amendment to the WPWMA's Procurement Protest Procedures (Eric Oddo) Pg. 53
 Adopt Resolution 20-4 which amends the WPWMA's Procurement Protest Procedures.

9. Action Items

- a. Nortech Waste, LLC Proposal (Ken Grehm) Pg. 57

Staff recommends your Board:

1. Receive a presentation from Nortech Waste, LLC related to its sole-source proposal to enter into a 20-year agreement to operate the Materials Recovery Facility and Western Regional Sanitary Landfill; and
2. Decline to enter into a sole-source agreement with Nortech Waste, LLC for future operation of the Materials Recovery Facility and Western Regional Sanitary Landfill.

- b. MRF and WRSL Requests for Proposals (Kevin Bell) Pg. 59

Approve Requests for Proposals for operation of the Material Recovery Facility and Western Regional Sanitary Landfill and direct staff to work with Placer County's Procurement Services Division to publicly release the Requests for Proposals.

- c. WPWMA Labor Study (Kevin Bell) Pg. 61

Staff recommends your Board accept the 2020 Labor Study Final Report prepared by Municipal Resource Group on behalf of the WPWMA.

10. Upcoming Agenda Items

Identification of any items the Board would like staff to address at a future meeting.

11. Adjournment

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Western Placer Waste Management
Income Statement
(unaudited/depreciation excluded)
Year-to-Date
Aug-20

	Budget	Actuals	Variance Favorable / (Unfavorable)	Notes
Revenue				
42010:Investment Income	68,745	20,284	(48,461)	overbudgeted
42030:Rents and Concessions	17,748	85,878	68,130	underbudgeted
46240:Sanitation Services - Other	4,833	5,075	242	
46250:Solid Waste Disposal	4,806,366	5,267,281	460,915	underbudgeted
48030:Miscellaneous	42,103	4,080	(38,023)	overbudgeted
Total Revenue	4,939,795	5,382,598	442,803	
Expenses				
Capital Assets:				
54450:Equipment	16,667	-	16,667	timing
54470:Infrastructure	230,083	-	230,083	timing
Operating Expenses:			-	
52030:Clothing and Personal	417	-	417	
52040:Communication Services Expense	6,667	4,514	2,152	timing
52050:Food	242	68	174	
52060:Household Expense	167	878	(712)	
52080:Insurance	23,100	116,090	(92,990)	timing
52140:Parts	650	-	650	
52160:Maintenance	5,503	171	5,332	timing
52170:Fuels & Lubricants	8	-	8	
52180:Materials - Buildings & Improvements	42	-	42	
52240:Professional / Membership Dues	667	555	112	
52250:Services and Supplies	33	-	33	
52260:Misc Expense	817	16,508	(15,692)	timing
52270:Department Cash Shortage	50	-	50	
52320:Printing	1,667	316	1,350	
52330:Other Supplies	3,300	3,173	127	
52340:Postage	383	523	(139)	
52360:Professional and Special Services - General	526,935	-	526,935	timing
52370:Professional and Special Services - Legal	12,500	-	12,500	timing
52380:Professional and Special Services - Technical, Engineering and Environmental				
SC3140 Building Maintenance, Installation & Repairs (GL52380)	4,459	1,150	3,309	timing
SC3180 MRF Operations (GL52380)	3,008,940	1,314,295	1,694,645	timing
SC3190 Landfill Operations (GL52380)	439,230	-	439,230	timing
SC3280: Security, Fire, Safety and Emergency Services (GL52380)	42,118	244,101	(201,983)	timing
SC3320 Environmental and Ecological Services (GL52380)	488,905	446,191	42,714	timing
52390:Professional and Special Services - County	4,250	1,751	2,499	
52400:Professional and Special Services - Information Technology	12,564	5,254	7,310	timing
52440:Rents and Leases - Equipment	25	-	25	
52450:Rents and Leases - Buildings & Improvements	25	-	25	
52460:Small Tools & Instruments	25	-	25	
52480:PC Acquisition	833	-	833	
52510:Commissioner's Fees	1,000	500	500	
52570:Advertising	5,833	4,368	1,466	
52580:Special Department Expense	292	-	292	
52800:Utilities	259,404	14,976	244,428	coding
52810:Operating Materials	-	525	(525)	
53190:Taxes and Assessments	81,772	98,167	(16,395)	timing
Total Expenses	5,184,738	2,274,075	2,910,663	
Net Income	(244,943)	3,108,523	3,353,466	

Notes:

- Budgeted revenues and expenses are prorated equally each month of the fiscal year, whereas actual revenues and expenses reflect those realized as of the date of the report.
This may lead to notable reported discrepancies between budgeted and actual amounts.
- Differences in the coding between the budgeted and actual revenues and expenses may result in notable reported discrepancies within the report.

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **SEPTEMBER 17, 2020**
FROM: **KEN GREHM / JENNIFER SNYDER JS**
SUBJECT: **COMMUNITY MEETING TO DISCUSS ODORS**

RECOMMENDED ACTION:

None. This item is for informational purposes only.

BACKGROUND:

Over the past nine years, the WPWMA has conducted community meetings to continue fostering dialogue with the public and other interested parties regarding the WPWMA's operations and its ongoing efforts to better identify and reduce facility odors.


The meetings are intended to provide an overview of the WPWMA's operations; onsite and regional odor sources; and current and planned odor reduction practices, efforts, and projects, including the Waste Action Plan. They also serve to reiterate that while facility odors are a natural byproduct of the breakdown of organic materials and will never be eliminated, the WPWMA continues to strive to reduce them as much as possible, and that feedback from neighboring residents is a vital part of those efforts.

The WPWMA utilizes a variety of media channels to maximize the number of people informed about the event. This year's meeting will be advertised via the following avenues: a press release; Gold Country Media print and online ads; the WPWMA's website; an email to online odor notification form users; NextDoor.com; local neighborhood association newsletters and the One Big Bin Facebook page.

Due to COVID-19, this year's meeting may be broadcast as a virtual webinar on Tuesday, October 20th at 6 PM from the WPWMA Board Chambers.

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**
FROM: **KEN GREHM / ERIC ODDO** 
SUBJECT: **WASTE ACTION PLAN UPDATE**

DATE: **SEPTEMBER 17, 2020**

RECOMMENDED ACTION:

None. This report is for information purposes only.

BACKGROUND:

The following provides an update on the WPWMA's *Renewable Placer: Waste Action Plan* project including development of the environmental document and continued stakeholder engagement.

Environmental Impact Report Progress Overview

Jacobs continues to make progress on the Waste Action Plan draft environmental impact report (DEIR). An updated high-level project status matrix is attached identifying anticipated completion dates for key milestones and progression of major DEIR elements. The matrix completion bars are shaded darker to denote progress since the last update to your Board.

Technical Air Group

Staff and Jacobs have conducted two meetings with the Placer County Air Pollution Control District (PCAPCD) and have developed a comprehensive methodology for conducting the necessary air quality analysis for the two project concepts. The draft methodology was submitted to the PCAPCD for their review and comment in June and they agreed in concept with the methodology. To date, neither the WPWMA nor Jacobs have received comments from the PCAPCD on the methodology and Jacobs is proceeding with the air analysis consistent with the methodology.

Consultation with Native American Tribes

The WPWMA initiated the consultation process with the United Auburn Indian Community (UAIC) consistent with the provisions of AB 52, including a preliminary meeting with the UAIC and conducting a site reconnaissance survey with Jacobs' Senior Archaeologist and two representatives from the UAIC. The final draft survey report was provided to the UAIC in August 2020 for their review and input and will ultimately become part of the DEIR.

Stakeholder Engagement

At the June 18, 2020 meeting, your Board approved an agreement with a firm to provide PIO services, including engagement with targeted audiences and identifying media opportunities to inform the public about the Waste Action Plan. Prior to CEQA initiation, staff presented the Waste Action Plan to Member Agency councils and the Board of Supervisors as well as local Chambers of Commerce and other interested groups and

intends to present an update to these groups later this year as the project continues to develop.

As reported to your Board in May, Jacobs has developed an interactive visualization tool that depicts what the facility may look like under each plan concept at key points in the future. The tool is built on a Google Earth-style platform that will allow the user to pan and zoom from defined viewpoints, and informational tags will provide details about the individual project components. The visualization tool is scheduled to be available on the WPWMA's website later this month.

Engagement with Sacramento State and the Carlsen Center

WPWMA and Jacobs staff have been in contact with representatives of Sacramento State University (CSUS) and the Carlsen Center regarding the potential to replicate the partnership between Arizona State University and the City of Phoenix surrounding the elements of a local circular economy. Staff have had several conversations with CSUS to identify potential partnership opportunities and shared interests; WPWMA and Jacobs will continue fostering this relationship with future meetings and will invite interested members of your Board to attend as appropriate.

ATTACHMENT: WASTE ACTION PLAN STATUS MATRIX

WPWMA Waste Action Plan EIR Status Matrix													
Description	5	15	25	35	45	55	65	75	85	95	Completion Date (est./actual)	Notes	
Notice of Preparation												April 2019	
Draft EIR													
Ch 1 - Introduction												Est. Aug 2020	Provides a robust overview of current site operations
CH 2 - Executive Summary												Est. Dec 2020	
Ch 3 - Project Description												Est. Aug 2020	Incorporating complementary/programmatic elements, materials flow, traffic
Ch 4 - Approach												Est. Dec 2020	
Ch 5 - Aesthetics												Est. Dec 2020	Fieldwork completed October 2019; draft visual simulations prepared
Ch 6 - Air Quality & Odors												Est. Feb 2021	Prepared draft white paper regarding Friant Ranch case
Methodology												Est. Jul 2020	Reviewed at July 8 meeting with PCAPCD
Emission Inventory Development												Est. Oct 2020	
Health Risk Assessment												Est. Dec 2020	Prepared draft white paper regarding HRAs for CEQA
Ch 7 - Biological Resources												Est. Dec 2020	Fieldwork completed during Phase 1; EIR chapter in progress
Ch 8 - Cultural and Tribal Resources												Est. Dec 2020	AB52 consultation initiated; reconnaissance surveys conducted with UAIC
Ch 9 - Geology, Soils, & Paleontology												Est. Dec 2020	
Ch 10 - GHG Emissions & Climate Change												Est. Dec 2020	
Ch 11 - Hazards, Hazardous Materials, & Wildfire												Est. Dec 2020	
Ch 12 - Hydrology & Water Quality												Est. Dec 2020	
Ch 13 - Land Use & Planning												Est. Dec 2020	
Ch 14 - Noise												Est. Dec 2020	
Ch 15 - Population & Housing												Est. Dec 2020	
Ch 16 - Public Services												Est. Dec 2020	
Ch 17 - Transportation & Traffic												Est. Dec 2020	
Ch 18 - Utilities & Energy												Est. Dec 2020	
Administrative Draft for Internal Review												Est. Feb 2021	
Draft EIR for Public Review												Est. Apr 2021	
Respond to Comments on Draft EIR												Est. Jun-Aug 2021	
Administrative Final for Internal Review												Est. Oct 2021	
Final EIR												Est. Nov 2021	
Board Certification of EIR and Approval of Project												Est. Dec 2021	

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WESTERN PLACER WASTE MANAGEMENT AUTHORITY

Minutes of July 9, 2020

The meeting of the Western Placer Waste Management Authority Board of Directors was called to order at 5:05 PM by Chairwoman Gore in the WPWMA Administration Building at the Materials Recovery Facility.

Directors Present:

Bonnie Gore
Bill Halldin
Dan Karleskint
Robert Weygandt
John Allard

Staff Present:

Ken Grehm
Kevin Bell
Eric Oddo
Robert Sandman
Keith Schmidt
Jennifer Snyder
Heather Wilden

1. Call Meeting to Order: Chairwoman Gore called the meeting to order at 5:05 PM.
2. Pledge of Allegiance: Director Karleskint led the Pledge of Allegiance.
3. Roll Call: All Directors were present.
4. Statement of Meeting Procedures: Heather Wilden read the Statement of Meeting Procedures and Public Participation Instructions into the record.
5. Agenda Approval: There were no changes to the agenda.

MOTION TO APPROVE THE AGENDA:

Karleskint/Allard

Vote: Unanimous

6. Public Comment: None.
7. Announcements & Information:
 - a. Reports from Directors: There were no reports from the Directors.
 - b. Reports from the Executive Director: Kevin Bell notified the Board of a Notice of Violation related to the composting operation that was received following an inspection with the Regional Water Quality Control Board. Kevin indicated a resolution to the violation is being developed as part of the contract with CH2M, approved by your Board at the June 18, 2020 meeting, which involves assistance in modifying the compost operating permit.
 - c. Financial Reports: Eric Oddo summarized the financial reports. There were no questions from the Board.
 - d. Monthly Tonnage Reports: Keith Schmidt summarized the report. There were no questions from the Board.
 - e. Nortech Waste, LLC Annual Fee Adjustment: Jennifer Snyder summarized the report. There were no questions from the Board.
 - f. Nortech Landfill, Inc. Annual Fee Adjustment: Jennifer Snyder summarized the report. There were no questions from the Board.

- g. Biogas Energy Pilot Project Update: Eric Oddo summarized the report and answered questions from the Board.
- 8. Consent Agenda:
 - a. Minutes of the Board Meeting held June 18, 2020:
Staff recommended approving the minutes as submitted.
 - b. Second Amendment to the Agreement with Geo-Logic for Liner Construction Quality Assurance Services:
Staff recommended authorizing the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign the Second Amendment to the Waste Acceptance Policy, Waste Classification and Liner Design Services Agreement with Geo-Logic Associates authorizing additional construction quality assurance services for a total of \$18,141, increasing the total not-to-exceed cost of the Agreement to \$342,140.

MOTION TO APPROVE THE CONSENT AGENDA:
Allard/Weygandt

Vote: Unanimous

- 9. Action Items:
 - a. Sole-Source Agreement with SCS Engineers for Aquifer Testing:
Staff recommended authorizing the Executive Director or designee, upon review and approval by WPWMA counsel, to sign sole-source agreement with SCS Engineers, to conduct an Aquifer Pump Test for an amount not-to-exceed \$285,000

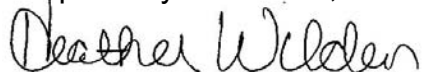
Keith Schmidt summarized the report and answered questions from the Board.

MOTION TO APPROVE ITEM 9a:
Allard/Weygandt

Vote: Unanimous


- 10. Upcoming Agenda Items: Director Allard requested an update on preparation of the RFP for MRF and Landfill operations. Director Halldin requested status on the Labor Study.
- 11. Adjournment: Meeting was adjourned at 5:40 PM.

Respectfully Submitted,



Heather Wilden, Clerk of the Board
Western Placer Waste Management Authority

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **SEPTEMBER 17, 2020**
FROM: **KEN GREHM / STEPHANIE ULMER** 
SUBJECT: **SUPPORT OF THE CALIFORNIA PRODUCT STEWARDSHIP COUNCIL**

RECOMMENDED ACTION:

Authorize payment of \$1,500 to the California Product Stewardship Council (CPSC).

BACKGROUND:

CPSC is a non-profit organization supported by local governments, CalRecycle, and businesses with the mission of promoting product stewardship policies and projects by shifting from a government-funded, ratepayer-financed waste management model to one that relies on extended producer responsibility (EPR). The WPWMA has supported CPSC for the past ten years, as many of the waste products CPSC targets have historically been difficult or costly for the WPWMA to dispose or market for recycling, including paint, mattresses, pharmaceuticals and sharps, batteries and propane cylinders.

CPSC's efforts have benefited the WPWMA, most notably their role in implementing California's PaintCare program, participation in which has resulted in an annual cost savings to the WPWMA of approximately \$170,000. CPSC was also instrumental in implementing the Bye Bye Mattress program which provides free mattress disposal for residents. While the WPWMA has been unable to implement the program permanently, staff are working with Bye Bye Mattress to conduct quarterly temporary collection events at the WPWMA's facility to provide Placer County residents with a free and convenient way to dispose of old mattresses; the first event is scheduled for the weekend of October 17.

Staff recommends the WPWMA continue its financial support of CPSC due to the potential additional benefits to the WPWMA from CPSC's continued EPR advocacy. Staff's recommended contribution is consistent with previous payments authorized by your Board.

ENVIRONMENTAL CLEARANCE:

The recommended action is not considered a "project" under the California Environmental Quality Act.

FISCAL IMPACT:

The recommended amount of \$1,500 is a voluntary assessment and is consistent with previous contributions approved by your Board. Sufficient funding for this expenditure was included in the FY 2020/21 Preliminary Budget.

CONTRIBUTION INVOICE #: FY21-055-AF

August 17, 2020

Stephanie Ulmer
Western Placer WMA
3033 Fiddymment Road
Roseville, CA 95747

Sent via e-mail: sulmer@placer.ca.gov
Terms: Payment contribution requested upon receipt


DESCRIPTION	AMOUNT
<p>2020-2021 CPSC Associate Fees</p> <p>CPSC provides local governments with legislative updates and a toolkit that allows them to better support current and future sustainability and producer responsibility programs.</p> <p>The toolkit includes, although it is not limited to, monthly participation in the exclusive Policy & Education Advisory Committee (PEAC), which discusses and monitors current legislation affecting solid waste and recycling in California as it relates to sustainability, product stewardship, and extended producer responsibility. The PEAC also advises the CPSC Board on policy direction. Also included is participation in the monthly Associates calls wherein the latest projects, programs, and public education information is discussed in these same topic areas.</p> <p>CPSC continues to push for the mitigation of end-of-life costs of products away from California local governments to manufacturers in an effort to account for the full cost of recycling and disposal of their products and get manufacturers to design greener and more sustainable products.</p>	<p>\$1,500.00</p>

Please make check payable to: *California Product Stewardship Council*
Please mail to: CPSC, 1822 21st St., Suite 100, Sacramento, CA 95811
For billing inquiries, please contact Nate Pelczar at (916) 706-3420 or Nate@calpsc.org

This letter acknowledges with great appreciation your contribution to sustain our momentum. No goods or services were provided in exchange for your contribution. California Product Stewardship Council is a 501(c)(3) non-profit organization and our Federal Tax ID number is 77-0695467.

Thank you!

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **SEPTEMBER 17, 2020**
FROM: **KEN GREHM / STEPHANIE ULMER** 
SUBJECT: **AGREEMENT WITH JPW COMMUNICATIONS, LLC FOR GENERAL
PUBLIC EDUCATION AND OUTREACH SERVICES**

RECOMMENDED ACTION:

Authorize the Chair to sign a two-year agreement with JPW Communications, LLC (JPW) to provide professional services related to the WPWMA's public outreach, education and engagement program (Outreach Program).

BACKGROUND:

The WPWMA has historically contracted with one or more consultants to conduct public outreach related to the WPWMA's facilities and services, regional campaigns, and used oil and filter recycling. The Outreach Program is funded by contributions from the WPWMA and members of the Placer County Regional Recycling Group (RRG) as well as CalRecycle Used Oil Payment Program (oil grant) funds.

In December 2019, the WPWMA worked with Placer County's Procurement Services Division to issue a Request for Proposals for these services and received responses from 5 firms: FSB Public Affairs, JPW Communications, Magma Creative, S. Groner Associates, and Prosio Communications. Upon evaluation by a 5-member review panel (staff from the WPWMA, Placer County, and the cities of Lincoln, Rocklin and Roseville), JPW was ranked as the firm best suited to provide these services.

Staff worked with JPW to negotiate the attached scope of services. The key tenants of outreach efforts have historically focused on the MRF sorting process and ease for customers, and proper management of household hazardous wastes. In addition to continuing promotion of these key messages, JPW will focus on the following:

- **Regulations** – SB 1383 could change waste collection and processing methods which will necessitate educating residential and commercial customers using new messaging. JPW will develop outreach related to promoting the goals and requirements of SB 1383 including messaging surrounding changing consumers' habits related to organics and food waste.
- **Key Messaging** – Messaging surrounding the MRF has typically focused on the sorting process and resultant ease for customers (i.e. *One Big Bin, Recycling and Disposal Made Easy* and *You Toss, We Sort*). With the WPWMA's Renewable Placer Waste Action Plan and increasing public interest in environmental issues, staff will work with JPW to explore new key messaging highlighting the environmental and economic benefits associated with the WPWMA's waste processing methods and that resonate with residents to inspire new behaviors surrounding material consumption and disposal.

- **Survey Results** – A survey conducted by the City of Roseville in 2019 revealed that while residents generally understand the concept of One Big Bin, the program name is not as recognizable. This combined with pending regulatory changes, may warrant a shift in the program name and some key messaging. Staff have begun exploring other program names including “Placer Recycles”; alternative program names will be tested by JPW as part of the first year’s efforts.

ENVIRONMENTAL CLEARANCE:

Development and implementation of a public education program is categorically exempt under CEQA Guidelines, Article 19, Section 15322, “Education or Training Programs Involving No Physical Changes.”

FISCAL IMPACT:

The cost of providing the proposed services for the first year of the agreement is \$202,500; of that amount, \$78,500 will be funded through CalRecycle’s oil grant funding. An additional \$51,000 will be invoiced directly to the RRG members to supplement creative production and testing. As proposed, approximately 56% of the campaign budget is allocated to media buys in the first year of the proposed agreement.

The cost for services in the second year of the proposed agreement is anticipated to be approximately \$128,000; of that amount, \$39,000 is anticipated to be funded by the oil grant. An additional estimated \$51,000 will be provided by RRG members to supplement media buys. Including the expected RRG contribution, approximately 67% of the campaign budget will be allocated to media buys.

The proposed budget for the second year is expected to be lower than the first as necessary research, surveys and creative testing will be conducted in the first year. CalRecycle has also reported that oil grant funding will likely be reduced by half for future cycles, beginning with FY 2021/22.

Funding for the first year of the proposed agreement is included in Account 52360 of the FY 2020/21 Preliminary Budget.

ATTACHMENT: SCOPE OF SERVICES

SCOPE OF SERVICES

The WPWMA serves as the lead agency for the Placer County Regional Recycling Group (RRG) responsible for developing and implementing solid waste campaigns throughout western Placer County. The RRG is comprised of the WPWMA, cities of Auburn, Colfax, Lincoln, Rocklin and Roseville, Town of Loomis, County of Placer, and Recology Auburn Placer.

The RRG's primary general public awareness program goals are to: increase public awareness of the WPWMA's Materials Recovery Facility and its central role in recycling in western Placer County; heighten awareness of free programs available to residents provided by RRG members; and promote positive behavior such as waste reduction and proper disposal of certain waste streams, including household hazardous waste and organics.

The primary used motor oil and filter recycling outreach program goals are to: increase quantities of used motor oil and filters recycled throughout Placer County; decrease the number of oil filters in the waste stream; raise awareness of the free, convenient recycling options for oil and filters; and shift perceptions of do-it-yourself oil changing to a well understood, positive behavior.

Consultant shall be responsible for the planning, preparation and execution of all items outlined in this Scope of Services for general public awareness and used motor oil and filter recycling outreach. RRG members contribute funds to these outreach efforts, as identified in Exhibit B. Consultant shall be responsible for invoicing RRG members for their contributions to campaign efforts as agreed upon by Consultant, WPWMA and RRG.

TASK 1: GENERAL PUBLIC AWARENESS CAMPAIGN

1.1 Project Kickoff and Research Analysis

Kickoff Meeting – Consultant shall conduct a project kickoff meeting at the WPWMA administrative offices to review the scope and schedule, and establish roles, responsibilities, and lines of communication. Consultant shall provide a meeting agenda including project team member introductions, description of roles and responsibilities, delineation of methods for and lines of communication, review of the scope and schedule of services, and information the Consultant seeks from the WPWMA. Consultant shall provide meeting minutes including any tasks identified in the meeting as needing completion, responsible person(s), and anticipated completion date.

Research Analysis – Consultant shall conduct a thorough project needs assessment using various methods of research including: materials audit; Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis; market analysis; internal and/or external stakeholder interviews; and a review of all available previously conducted research and results. Consultant shall create a draft Research Analysis and Recommendations Report for review by WPWMA. WPWMA will provide a single set of consolidated comments and the Consultant shall incorporate WPWMA comments and submit a final Research Analysis and Recommendations Report to the WPWMA.

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Agenda and Kickoff Meeting	Ten (10) business days from Notice to Proceed	Word; in person
Meeting Summary	One (1) week after kickoff meeting	Word
Draft Research Analysis and Recommendations Report	Thirty (30) days after kickoff meeting	PDF, Word
Final Research Analysis and Recommendations Report	Ten (10) days after receipt of WPWMA comments	PDF, Word

1.2 Strategy Development

Based on the Research Analysis and Recommendations Report, Consultant shall define operational objectives, campaign objectives, overarching purpose, key messages, and target audiences to create a draft Strategic Outreach Plan (SOP) for review by WPWMA. WPWMA will provide a single set of consolidated comments and the Consultant shall incorporate WPWMA comments and submit a final Strategic Outreach Plan to the WPWMA.

Consultant shall develop a Marketing and Media Buy Flowchart (Media Plan) that includes details of the outreach budget, timeline, audience and objectives including all marketing and media tactics and when they will be executed. Consultant shall negotiate placement opportunities, added value options and promotional packages as part of a research-based media buy. Consultant shall include a flow chart in the Media Plan that includes projected CPM (cost-per-mille) as a base rate of measurement with additional projections for reach, frequency and penetration.

Consultant shall use a two-pronged strategy in the Media Plan: one to employ an ongoing outreach core throughout the year and a second utilizing promotional waves during the RRG's event seasons: April through June and August through October. The Consultant shall outline the added value, contests, promotional items, events and strategies that will support achievement of the defined objectives in the Media Plan.

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Draft Strategic Outreach Plan	Fifteen (15) business days from final Research Analysis & Recommendations Report	PDF, Word
Final Strategic Outreach Plan	Ten (10) days after receipt of WPWMA comments	PDF, ID and Word
Draft Media Plan	Ten (10) business days from final Strategic Outreach Plan	Excel
Final Media Plan	Ten (10) days after receipt of WPWMA comments	Excel

1.3 Creative Production & Testing

Consultant shall conduct a meeting at the WPWMA's offices to present three (3) initial outreach campaign creative concepts to the WPWMA and the RRG for feedback. Consultant shall utilize a survey to collect feedback from the RRG, analyze input and provide a summary/recommendation based on the survey. Consultant shall collaborate with WPWMA to determine the best combination of campaign testing methods based on creative concepts and RRG survey input. Potential campaign testing methods for consideration include: community focus group(s) to gather commentary from actual

users (up to two (2) focus groups of up to ten (10) users each); conduct an online community survey; utilize a research firm to conduct a statistically valid community survey using an online panel; or conduct A/B testing in social platforms or through the online panel. If focus groups are one of the selected methods, Consultant shall conduct in-person focus groups at WPWMA administrative offices with community members and provide members a virtual participation option. Consultant shall utilize testing results to refine and recommend one final creative concept that will be refined for the RRG campaign.

Utilizing selected concept, Consultant shall develop creative materials needed to fulfill all outreach tactics listed in the Media Plan for WPWMA's review and comment. WPWMA will provide a single set of consolidated comments and the Consultant shall incorporate comments and submit final creative materials to the WPWMA. Consultant shall ensure that the creative production aligns specifically with the Media Plan and will include paid, earned, shared and owned media options, along with the produced content to execute each strategy. Consultant shall ensure that all creative content delivered includes copywriting, graphic design and multi-media production. Depending on the selected media items, Consultant's staff including the project manager, videographer, photographer and support staff as necessary, shall travel to the WPWMA facility for on-site and local off-site production.

Creative production may include, but is not limited to, the examples of paid, earned, shared and owned media below. Consultant shall deliver the final files to media outlets per their provided specifications, which may include but is not limited to, PDF, EPS, Word, JPEG, PNG, MP4, WAV or HTML. Consultant shall provide the WPWMA with the native creative files including, but not limited to ID, AI, PSD, or QXP. Consultant shall use the most effective combination of the following media types to achieve the identified SOP goals and fulfill the intent of the Media Plan:

- Paid – Search engine marketing (SEM) and online outreach digital display ads; pay-per-click ads, slideshow or carousel ads for social media; sponsored content, outdoor advertising, print ads, broadcast and/or streaming video and any creative deliverables necessary to fulfill paid media tactics.
- Earned – Press releases, press pitches, editorial photos, and all copywriting necessary to fulfill earned media tactics.
- Shared – Produced content for social media adapted to selected social platform specifications which may include video production, photography production, feature story writing, post copy, photo overlays, campaign templates and graphics and overlays, and all creative deliverables necessary to fulfill shared media tactics.
- Owned – Website page or microsite creation; website assets, website landing page assets, current website maintenance and updates and website copywriting and visual recommendations; custom e-blasts, video production, photography, signage, promotional items and general campaign graphics.

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Draft and Final Creative (paid, earned, shared and owned) deliverables as agreed upon by Consultant and WPWMA	Within timeframe as agreed upon by Consultant and WPWMA	As required by media outlet and WPWMA

1.4 Implementation

Consultant shall deploy Media Plan and provide ongoing assistance for all media strategies and tactics, execution of all creative deliverables, placement of creative with media outlets including management of insertion and placement orders, monitoring of execution, follow-up with outlets, as well as execution of earned, shared and owned strategies, social media posting and all facets of campaign management. Consultant shall adjust plan tactics throughout the campaign to align with most successful outcomes and optimize budget to reach target audiences most effectively.

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Media reports, ad tearsheets, and other examples of execution	Monthly or in timeframe as agreed upon by Consultant and WPWMA	PDF

1.5 Evaluation

Consultant shall provide a monthly report summarizing executed tactics and various engagement metrics including impressions and click-through rates for social media, paid media, google analytics, and other outcomes to determine effectiveness. Consultant shall also include evaluation of campaign data for websites (total visits and new users), social media (new followers and post engagement) and e-newsletters (new subscribers and engagement). Consultant shall analyze campaign data and provide insights and recommendations.

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Monthly Summary Report	Monthly with invoice	Word, Excel PDF
Draft Program Year-End Report	Within one (1) month of final campaign completion	Word
Final Program Year-End Report	Ten (10) days after receipt of WPWMA comments	Word, PDF

TASK 2: MOTOR OIL AND FILTER RECYCLING OUTREACH CAMPAIGN

The Oil Outreach Campaign is funded by the State's Used Oil Payment Program (OPP); thus, Consultant shall ensure that all campaign elements adhere to the OPP terms and conditions in place at the time the campaign is developed.

2.1 Research Analysis

Consultant shall conduct a thorough motor oil and filter recycling needs assessment using various methods of research including the following: materials audit, Strengths, Weaknesses Opportunities, and Threats (SWOT) Analysis, market analysis, internal and/or external stakeholder interviews, and a review of all available previously conducted research and results. Consultant shall create a draft Research Analysis and Recommendations Report for review by WPWMA. WPWMA will provide a single set of

consolidated comments and the Consultant shall incorporate WPWMA comments and submit a final Research Analysis and Recommendations Report to the WPWMA.

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Draft Research Analysis and Recommendations Report	Thirty (30) days after kickoff meeting	PDF, Word
Final Research Analysis and Recommendations Report	Ten (10) days after receipt of WPWMA comments	PDF, Word

2.2 Strategy Development

Based on the Research Analysis and Recommendations Report, Consultant shall define operational objectives, campaign objectives, overarching purpose, key messages and target audiences specific to motor oil and filter recycling to create a draft Strategic Oil Outreach Plan (SOOP). Consultant shall include all items related to executing two (2) oil filter exchange events securing retail locations using previously established retail partnerships, coordinating event logistics, and scheduling promotions. Consultant shall include the cost of new filters in the event budget.

Consultant shall provide the draft SOOP to the WPWMA for review and comment. WPWMA will provide a single set of consolidated comments and the Consultant shall incorporate comments and submit a final SOOP to the WPWMA.

Consultant shall develop a Marketing and Media Buy Flowchart (Media Plan) that includes details of the outreach budget, timeline, audience and objectives including all marketing and media tactics and when they will be executed. Consultant shall negotiate placement opportunities, added value options and promotional packages as part of a research-based media buy. Consultant shall create a flow chart in the Media Plan that includes projected CPM (cost-per-mille) as base rate of measurement with additional projections for reach, frequency and penetration.

Consultant shall include a two-pronged strategy in the Media Plan, one that employs an ongoing outreach core throughout the year and one that utilizes promotional waves during the filter exchange events, typically in May and October. Consultant shall outline all added value, contests, promotional items, events and strategies that will support achievement of the defined objectives in the Media Plan.

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Draft Strategic Oil Outreach Plan	Fifteen (15) business days from final Research Analysis & Recommendations Report	PDF, Word
Final Strategic Oil Outreach Plan	Ten (10) days after receipt of WPWMA comments	PDF, ID and Word
Draft Oil Media Plan	Ten (10) business days from final Strategic Outreach Plan	Excel
Final Oil Media Plan	Ten (10) days after receipt of WPWMA comments	Excel

2.3 Creative Production

Consultant shall develop two (2) campaign concepts that meet the objectives outlined in the Strategic Oil Outreach Plan. Consultant shall develop the oil campaign concepts using the same style elements of the campaigns developed in Task 1 to provide a

consistent look and feel. Consultant shall present the concepts for review and selection of one (1) by the WPWMA and/or RRG.

Consultant shall develop creative materials for the selected concept needed to fulfill all outreach tactics listed in the Media Plan for WPWMA review and comment. WPWMA will provide a single set of consolidated comments and the Consultant shall incorporate comments and submit final creative materials to the WPWMA. Consultant shall ensure that the creative production aligns specifically with the Media Plan and will include paid, earned, shared and owned media options, along with the produced content to execute each strategy. Consultant shall ensure that all creative content delivered includes copywriting, graphic design and multi-media production. Consultant's staff including the project manager, videographer, photographer and support staff shall travel to the WPWMA facility for on-site and local off-site production as necessary.

Creative production may include, but is not limited to, the examples of paid, earned, shared and owned media identified in Task 1.3. Consultant shall deliver the final files to media outlets per their provided specifications, which may include but is not limited to PDF, EPS, Word, JPEG, PNG, MP4, WAV or HTML. Consultant shall provide the WPWMA with the native creative files including, but not limited to ID, AI, PSD, or QXP. Consultant shall produce creative using the most effective combination of media types to achieve the SOP goals and fulfill the intent of the Media Plan.

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Draft and Final Creative (paid, earned, shared and owned) deliverables as agreed upon by Consultant and WPWMA	Within timeframe as agreed upon by Consultant and WPWMA	As required by media outlet and WPWMA

2.4 Implementation

Consultant shall deploy Oil Media Plan and provide ongoing assistance for all media strategies and tactics; execution of all creative deliverables, placement of creative with media outlets including management of insertion and placement orders, monitoring of execution, follow-up with outlets, as well as execution of earned, shared and owned strategies, social media posting and all facets of campaign management. Consultant shall adjust plan tactics throughout the campaign to align with most successful outcomes and optimize budget to reach target audiences most effectively.

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Media reports, ad tearsheets, and other examples of execution	Monthly or in timeframe as agreed upon by Consultant and WPWMA	PDF

2.5 Evaluation

Consultant shall provide a monthly report summarizing executed tactics, various metrics available including social media, paid media, google analytics, filters exchanged and other outcomes to determine effectiveness. Consultant shall analyze campaign data and adjust plan tactics to align with most successful outcomes and optimize budget to reach target audiences most effectively.

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Monthly Summary Report	Monthly with invoice	Word, Excel PDF
Draft Oil Program Year-End Report	Within one (1) month of final campaign completion	Word
Final Oil Program Year-End Report	Ten (10) days after receipt of WPWMA comments	Word, PDF

TASK 3: WPWMA PROGRAM OUTREACH

The WPWMA may request outreach services related to WPWMA-specific events including but not limited to temporary household hazardous waste collection, free mattress drop-off and annual community odor meeting. Consultant shall develop, design, produce and update all related Outreach Pieces (e.g. print, digital etc.) consistent with previously created branding. At the direction of the WPWMA, Consultant shall prepare draft Outreach Pieces for WPWMA review and incorporate WPWMA comments on all drafts prior to preparing final Outreach Pieces. The WPWMA will provide Consultant with copy for all Outreach Pieces.

Deliverables	Due	Format
Draft and Final Outreach (paid, earned, shared and owned) deliverables as agreed upon by Consultant and WPWMA	Within timeframe as agreed upon by Consultant and WPWMA	As required by media outlet and WPWMA

TASK 4: ADDITIONAL SERVICES

The WPWMA may request Additional Services as needed subject to the WPWMA's approval of a written scope of services and cost proposal provided by Consultant. In no event shall any Additional Services exceed the cost allocated in Exhibit B. Consultant shall not proceed with any services under this task until authorized in writing by the WPWMA's Executive Director or designee. Any approved Additional Services and costs shall be appended to this Agreement and such work shall be subject to all provisions of this Agreement.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

Payment to Contractor will be made by the WPWMA in accordance with the task budgets listed in Table 1 and the schedule attached hereto as Exhibit B-1.

Consultant shall submit invoices monthly for work performed detailing the work and work hours performed, the person(s) performing the work, his/her hourly rate, and the expenses for which reimbursement is claimed. Consultant shall also include a spreadsheet with the invoice that shows task budgets, charges by task for the current invoice, cumulative charges to date by task, and percent of budget remaining by task. Consultant shall state hourly time in increments of no less than one-quarter (1/4) of an hour.

Provided the work has been satisfactorily performed, the WPWMA will pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide such additional information as the WPWMA may request to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement shall not exceed Three Hundred Thirty Thousand Five Hundred and no/100 Dollars (\$330,500); provided, however, upon written request of the Consultant and with written approval of the WPWMA's Executive Director or designee, the WPWMA may adjust the amount to be paid for any task if the WPWMA deems it necessary and appropriate.

The WPWMA may, in its sole discretion, withhold up to ten percent (10%) of any payment as security for the completion of the work. Within thirty (30) days after approval of Contractor's final invoice, and provided all services have been satisfactorily completed, WPWMA will release and pay any withheld retention.

The WPWMA agrees to reimburse Consultant monthly for extraordinary out-of-pocket costs and expenses incurred in performing the functions described above, including, but not limited to: large-volume (more than one hundred (100) at a time) photocopying, printing, postage, clipping service, overnight mail delivery and courier services, which shall be billed at net.

A 10 percent (10%) markup will be added to all advertising buys, printing, stock photography purchases and other cost of goods sold. Media advertising estimates are included in the not-to-exceed task budgets below.

TABLE 1: YEAR 1 NOT-TO-EXCEED TASK BUDGETS

TASK	DESCRIPTION	BUDGET
Task 1 General Public Awareness Campaign		\$124,000
1.1	Project Kickoff and Research Analysis	\$25,000
1.2	Strategy Development	\$12,000
1.3	Creative Production & Testing*	\$11,000
1.4	Implementation / Media Buy	\$70,000
1.5	Evaluation	\$6,000
Task 2 Motor Oil and Filter Recycling Outreach Campaign		\$78,500
2.1	Research Analysis	\$5,000
2.2	Strategy Development	\$7,500
2.3	Creative Production	\$16,000
2.4	Implementation / Media Buy	\$44,000
2.5	Evaluation	\$6,000
Task 3 WPWMA Program Outreach Support		\$0
Task 4 Additional Services		\$0
Total Year One Budget		\$202,500

*An additional \$51,000 will be provided under separate agreements with RRG members for Task 1.3, to be invoiced by Consultant directly to each RRG member.

TABLE 2: YEAR 2 NOT-TO-EXCEED TASK BUDGETS

TASK	DESCRIPTION	BUDGET
Task 1 General Public Awareness Campaign		\$54,000
1.1	Research & Insights	\$2,500
1.2	Strategy Development	\$7,500
1.3	Creative Production	\$17,500
1.4	Implementation / Media Buy**	\$20,500
1.5	Evaluation	\$6,000
Task 2 Motor Oil and Filter Recycling Outreach Campaign		\$39,000
2.1	Research & Insights	\$2,000
2.2	Strategy Development	\$3,000
2.3	Creative Production	\$4,000
2.4	Implementation / Media Buy	\$25,000
2.5	Evaluation	\$5,000
Task 3 WPWMA Program Outreach Support		\$15,000
Task 4 Additional Services		\$20,000
Total Year Two Budget		\$128,000

**Additional funds may be provided under separate agreements with RRG members for Task 1.4, to be invoiced by Consultant directly to each RRG member. Contribution amounts, if any, will be pledged by RRG members prior to beginning Year 2 services.

EXHIBIT B-1

RATE SCHEDULE

STAFF	RATE
President, Principal	\$200
Vice President, Video Producer, or Photographer	\$175
Communications Director	\$160
Senior Communications Manager	\$150
Creative Director, Art Director, or Senior Graphic and Multi-Media Designer	\$125
Senior Communications Specialist	\$95
Communications Specialist	\$75

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **SEPTEMBER 17, 2020**
FROM: **KEN GREHM / KEITH SCHMIDT** 
SUBJECT: **RATIFICATION OF THE AGREEMENT WITH QUALITY SCALES FOR
TRUCK SCALE SYSTEM REPAIR AND APPROVAL OF THE FIRST
AMENDMENT TO THE AGREEMENT**

RECOMMENDED ACTION:

Ratify the Agreement with Quality Scales Unlimited (QSU) for truck scale system repairs and authorize the Executive Director or designee to sign the First Amendment for a total of \$41,000, increasing the total not-to-exceed cost of the Agreement to \$121,000.

BACKGROUND:

As part of its scalehouse system, the WPWMA owns and operates five (5) commercial truck scales that are certified annually by the Department of Food and Agriculture for accuracy. Scale measurements establish the basis of tipping fees the WPWMA charges its customers, processing fees the WPWMA pays to Nortech, and the value Nortech earns on the sale of recycled materials.

The MRF Operations Agreement (Agreement) requires Nortech provide the routine and emergency maintenance of the WPWMA's truck scale system. Nortech has typically performed scale cleaning and subcontracted with Fairbanks Scales, Inc. to conduct most of the necessary repairs and maintenance. Although the Agreement indicates the adequacy of maintenance is subject to WPWMA approval, what constitutes maintenance versus what is repair or replacement of parts is not well defined in the Agreement.

Three of the five scales have been in continuous service since the MRF first began operations in 1995. All scales are showing signs of significant wear that is likely affecting scale accuracy and resulting in more frequent periods of downtime. WPWMA staff identified repairs and upgrades beyond Nortech's contractual maintenance obligations that are needed to keep the scale system functional. Staff consulted with three scale service vendors to discuss the necessary repairs and associated costs. Two of the three vendors rely on proprietary parts and equipment. The third, QSU, is an open-source supplier meaning that they are not limited to using Fairbanks parts. Being committed to using only Fairbanks parts has caused significantly longer downtime in recent years.

Staff negotiated the attached Scope of Services with QSU which includes \$35,000 for concrete curb repairs around the existing scales and a time and materials task for as-needed repairs and part replacements of \$45,000 for a total agreement value of \$80,000. As the scales represent a critical piece of infrastructure at the WPWMA's facility and that failure of the system could cause significant impacts to the WPWMA and its customers and contractors, the Executive Director executed the attached

Agreement on August 19, 2020 to allow for the work to begin immediately with the understanding it would be presented to your Board for final ratification.

QSU mobilized to the site on August 31, 2020 and investigated and immediately addressed issues with both Scale 2 and Scale 5. In both situations, staff found QSU personnel to be highly responsive and professional.

Upon beginning the necessary scale curb repairs, staff and QSU noted several sections of the curbs and coping around the scales that were in worse condition than initially apparent. Staff requested alternatives to the curb repair methods originally scoped; QSU responded with two options: 1) partial removal of the deteriorated curbs or 2) full removal and replacement. Staff recommends a full replacement of the curb system as this option will result in the least cumulative scale downtime over the next five years. As there are not sufficient funds available in the Agreement to pay for this work, staff negotiated the proposed First Amendment (attached) to provide the necessary funding for these efforts.

ENVIRONMENTAL CLEARANCE:

Minor scale repair and routine maintenance are categorically exempt from further environmental review under California Environmental Quality Act Guidelines, Article 19, Section 15301 "Existing Facilities", which includes minor alteration to an existing facility involving negligible or no expansion of the existing use.

FISCAL IMPACT:

The total, not-to-exceed cost of the Agreement was \$80,000. The proposed First Amendment would add \$41,000 for a total not-to-exceed contract price of \$121,000. Sufficient funding is included in the FY 2020/21 Budget to cover this cost.

ATTACHMENT: AGREEMENT WITH QSU
FIRST AMENDMENT

Agreement: _____

Administering Agency: Western Placer Waste Management Authority

Contract Description: Commercial Truck Scale Repair

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Roseville, California, as of June 18, 2020, by and between the Western Placer Waste Management Authority ("WPWMA"), a Joint Powers Authority, and USA Scales, Inc. dba Quality Scales Unlimited, a California corporation, ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services as described in Exhibit A in the manner therein specified.
2. **Payment.** WPWMA shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amounts set forth in Exhibit B. Consultant shall submit all billings for said services to WPWMA in the manner specified in Exhibit B. The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed **Eighty Thousand and no/100 Dollars (\$80,000.00)** without the prior written approval of WPWMA.
3. **Facilities, Equipment and Other Materials, and Obligations of WPWMA.** Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. WPWMA shall furnish Consultant only those facilities, equipment, and other materials, if any, and shall perform those obligations, if any, listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
4. **General Provisions.** The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.
5. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.
6. **Time for Performance.** Time is of the essence and, subject to WPWMA's compliance with Exhibit C and to the provisions of paragraph 3 of Exhibit D, failure of Consultant to perform any services within the time limits set forth in Exhibit A, if any, shall constitute material breach of this contract.
7. **Notices.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax or reliable overnight mail to the address of the respective parties set forth below:

WPWMA: Western Placer Waste Management Authority
Attn: Keith Schmidt, P.E., Pedro Gamez, Weighmaster
kschmidt@placer.ca.gov; pgamez@placer.ca.gov
Phone: (916) 543-3986; (916) 543-3972
3013 Fiddymment Rd.
Roseville, CA 95747
Invoices: invoices@wpwma.ca.gov

CONSULTANT: Quality Scales Unlimited, ~~Inc.~~
Attn: Rory Ward, President
5401 Byron Hot Springs Road
Byron, CA 94514
Phone: (925) 634-8068

REMIT TO CONSULTANT:
Quality Scales Unlimited
Attn: Rory Ward
5401 Byron Hot Springs Road
Byron, CA 94514
Phone: (925) 634-8068

WPWMA or Consultant may from time to time designate any other address for this purpose by written notice to the other party.

Executed as of the day first above stated:

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: Ken Grehm
Executive Director or Designee

Date: 8/19/2020

QUALITY SCALES UNLIMITED, CONSULTANT

By: 
Rory Ward, President

Date: 6/18/20

By: 
Courtney Ward, Secretary

Date: 6/18/20

Approved as to Form

By: Approval as to form provided electronically by WPWMA Counsel Robert Sandman on 6/25/20
WPWMA Counsel

- Exhibit A: Scope of Services
- Exhibit B: Payment for Services Rendered
- Exhibit C: Facilities, Equipment, and Other Materials and Obligations of WPWMA
- Exhibit D: General Provisions

EXHIBIT A

SCOPE OF SERVICES

The WPWMA is a Joint Powers Authority comprised of the cities of Rocklin, Lincoln, Roseville and the County of Placer (County) governed by a Board of Directors comprised of elected officials from each of these entities. The WPWMA facility includes a solid waste transfer station, materials recovery facility, composting facility, landfill, household hazardous waste collection facility, recycleables buyback facility all of which are served by five (5) certified commercial truck scales seven days per week. Scale measurements establish the basis of tipping fees charged to most customers, processing fees paid to the WPWMA facility operators, and those operator's charges to its recycled materials buyers. As such, consistent and accurate operation of the scale systems are highly important for accurate charges to customers and payment to contractors.

Based on discussions and site visits between Consultant and WPWMA staff, Consultant shall perform the following on a time and materials basis in order to maintain consistently accurate truck scales at the WPWMA facility through timely repairs as approved by the Project Manager. Consultant meets the definition of a commercial scale "Service Agency" under California Business and Professions Code (BPC) Section 12531, legally capable of certifying that a scale is capable of meeting all of the tolerance and specification requirements included in BPC 12107. Consultant possess, or has available for use and shall use, the standards and testing equipment necessary to meet the minimum testing requirements contained in the "Notes" section of the specific device regulation set forth in Division 9 (commencing with Section 4000) of Title 4 of the California Code of Regulations, for each type of device for which Consultant is providing service. Consultant's technicians performing work for the WPWMA under this Agreement are all registered Service Agents with the California Department of Food and Agriculture, Division of Measurement Standards.

TASK 1 QUARTERLY SCALE MAINTENANCE (RESERVED, NOT IN CONTRACT)

TASK 2 REPAIR OF CONCRETE CURBS

Based on a site inspection conducted in 2019 and again April 20, 2020 with WPWMA staff, and the subsequent proposal dated May 12, 2020, Consultant shall repair and protect the curbs on the WPWMA truck scales 1, 2, 3, and 4. Nearly all of the existing concrete scale curbs require repair. Some have been bent over so they are hitting the scale pit wall. Others have portions of the curb missing which poses a risk of puncture to customer tires, some curbs are pulled apart, and some just have cosmetic issues. To repair the bent curbs, Consultant shall bend the C-channel back to vertical. After straightening the bent portions, Consultant shall use epoxy grout to fill in any voids in the curbs. Finally, Consultant shall anchor steel wedges in front all the curbs (inbound and outbound directions) to resist the truck tire impacts and guide the trucks onto the scales, which will almost entirely eliminate impacts to the scale curbs. The WPWMA and Consultant agree the curbs, after repair, will not be as good as new, but anticipate the repairs with the steel wedges will extend the scale life for five years or more.

Consultant shall also investigate why the weight output on Scale 2 rises more slowly than the others. The slowly rising weights on one of the scales can be either a mechanical or electrical issue, and Consultant aims to isolate and remove the cause. Any parts used for this will be in addition to this estimate and payable upon WPWMA agreement via Task 3.

Once the work is complete, we will inspect, test, and calibrate your scale based on the standards and tolerances included in latest adopted edition of the National Institute of Standards and Technology (NIST) Handbook 44. For purposes of this scope and budget,

Consultant has assumed two technicians can perform this work and that the repairs will take 6-8 days during which time the effected scale will be out of service. Consultant shall take one scale out of service at a time, coordinating an agreeable scale downtime schedule through the WPWMA Project Manager with at least one (1) business weekday advance notice.

TASK 3 REPAIR CALL OUT OR REPLACEMENT OF BROKEN PARTS

Should the WPWMA detect an issue with any of the WPWMA truck scales, the WPWMA shall notify the Consultant and Consultant shall respond with a site visit no later than 24 hours or the next business day, whichever is sooner. Assuming the repairs or replacements are warranted beyond those being performed by the WPWMA facility operator, Consultant shall summarize the issues in an email to the WPWMA with an estimated cost and timeframe to prepare (start to finish based on a recommended, scheduled start date). Pending WPWMA approval of the email proposal, Consultant shall expeditiously make the repairs and charge any parts furnished to perform services or to bring the scales into compliance with commercially accepted NIST tolerances at current list prices plus appropriate freight in accordance with Exhibit B.

Deliverables (format)	Due
Onsite Scale Inspection	No later than 24 hours or the next business day, whichever is sooner, after Consultant receipt of WPWMA notification
Email proposal	As soon as possible at discovery or being alerted of a scale issue(s), no later than one (1) business day for inaccurate or inoperable scales, or no later than five (5) business days for a scale that is still operable.
Completion of Repairs	As noted in email proposal

GENERAL ASSUMPTIONS

Cleanliness and Availability of Scales Prior to Arrival – All equipment above and below ground must be clean and available at the time of scheduled service to avoid an hourly stand-by charge, or a charge to return. For purposes of this provision, clean is defined as: free of dirt or other foreign materials in recoverable quantities using a broom; free of standing water greater than 1/8th inch in depth; and completely free of foreign oily liquids. Consultant shall, as described above, schedule scale outages with the WPWMA Project Manager at least one business weekday in advance and, unless not possible, shut down one scale at a time.

Minor Changes to Contract – Said scope of services may be amended only with the prior written approval of Consultant and the WPWMA Executive Director or designee, however, in no event shall such amendment create any additional liability to the WPWMA.

Scope of Reviews – Consultant shall respond to a single round of review comments on draft work products unless noted otherwise. Consultant shall develop a comment matrix to document their response to WPWMA comments, and if the comment was accepted, rejected or modified.

Use of Subcontractors – Consultant shall administer and supervise the work of all subconsultants it contracted for the work of this Agreement, which subcontractors include: No other subcontractors are to be used in performing this scope of services without the prior written approval of the Project Manager.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

Payment to Consultant will be made by the WPWMA on an hourly basis in accordance with the schedule attached hereto as Exhibit B-1 and subject to the task budgets listed in Table 1, below.

Consultant shall submit invoices monthly and describe in detail the work and work hours performed, staff performing the work, staff hourly rate, and expenses for which reimbursement is claimed. Consultant shall also include with the monthly invoice a spreadsheet indicating task budgets, charges by task for each invoice, cumulative charges to date by task, and percent of budget remaining by task. Consultant shall state hourly time in increments of no less than one-quarter (1/4) of an hour.

Provided the work has been satisfactorily performed, WPWMA will pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide additional information requested by the WPWMA to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement shall not exceed **Eighty Thousand and no/100 Dollars (\$80,000.00)** over the period of this Agreement; provided, however, upon written request of the Consultant and with written approval of the WPWMA's Executive Director or designee, the WPWMA may adjust the amount to be paid for any task if the WPWMA deems it necessary and appropriate.

Table 1 – Task Budgets

TASK	DESCRIPTION	BUDGET
1	Quarterly Scale Maintenance (Reserved, Not in Contract)	\$0
2	Repair of Concrete Curbs	\$35,000
3	Repair Call Out or Replacement of Broken Parts	\$45,000
TOTAL		\$80,000

The WPWMA may, in its sole discretion, withhold up to ten percent (10%) of any payment as security for the completion of the work. Within thirty (30) days after approval of Consultant's final invoice, and provided all services have been satisfactorily completed, WPWMA shall release and pay any withheld retention.

EXHIBIT B-1**RATE SCHEDULE**

LABOR CLASSIFICATION	REGULAR HOURLY RATE	OVERTIME HOURLY RATE	SUNDAY HOURLY RATE
Technician	\$114	\$171	\$228
OTHER FEES	RATE		
Utility Truck Mileage	\$1.90/mile		
Certified Heavy Capacity Test Truck	\$3.80/mile		
Mobile Shop	Flat Rate of \$200 per mobilization to site		
Miscellaneous/Parts	Current list price including applicable shipping/freight cost		

Hourly labor rates shall be billed portal to portal. The regular hourly rate applies during Consultant's regularly scheduled working hours, which are Monday through Friday 8:00 am to 4:00 pm, excluding California State holidays. Overtime rates apply from 12:00 am to 8:00 am and 4:01 pm to 11:59 pm on weekdays and Saturdays. Sunday is a double rate.

EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF WPWMA

To permit the Consultant to render the services required herein, the WPWMA shall, at its expense and in a timely manner provide the following facilities, equipment, services or other materials:

1. Appoint a Project Manager.
2. Provide the Consultant with all existing relevant information, although it is primarily the Consultant's responsibility to compile all background information.
3. Promptly review any and all documents and materials submitted by the Consultant.
4. Provide the Consultant with access to WPWMA staff and facilities during WPWMA business hours and coordinate access after hours as needed.

All other information, facilities, and equipment required to complete the services described Exhibit A of this Agreement shall be provided by the Consultant.

EXHIBIT D GENERAL PROVISIONS

1. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the WPWMA. All persons performing services for the Consultant under this Contract shall be employees of the Consultant and not the WPWMA.
2. **Licenses, Permits.** Consultant represents and warrants to WPWMA that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
3. **Time.** Consultant shall devote such attention to the performance of services pursuant to this Agreement as may be necessary for the satisfactory and timely performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. **Hold Harmless and Indemnification Agreement.** The Consultant hereby agrees to protect, defend, indemnify, and hold the WPWMA free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the WPWMA arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the WPWMA) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. Consultant agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Consultant. Consultant also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Consultant or the WPWMA or to enlarge in any way the Consultant's liability but is intended solely to provide for indemnification of the WPWMA from liability for damages or injuries to third persons or property arising from Consultant's performance pursuant to this contract or agreement.

As used above, the term WPWMA means the WPWMA, its officers, agents, employees, and volunteers.

5. **Insurance.** CONSULTANT shall file with WPWMA concurrently herewith a Certificate of Insurance, in companies acceptable to WPWMA, with a Best's Rating of no less than A-:VII showing.

Worker's compensation and employers liability insurance. Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the WPWMA."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the WPWMA, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONSULTANT shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the WPWMA upon demand.

General liability insurance.

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.
- B. One of the following forms is required:
 - (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).
- C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
- D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:
 - (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of WPWMA, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the WPWMA as noted above. In no cases shall the types of policies be different.

Endorsements. Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The WPWMA, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the WPWMA with respect to any insurance or self-insurance programs maintained by the WPWMA and no insurance held or owned by the WPWMA shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the WPWMA."

Automobile liability insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

Professional liability insurance (errors & omissions) Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub-contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

Additional Requirements:

Premium Payments - The insurance companies shall have no recourse against the WPWMA and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONSULTANT shall furnish the WPWMA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the WPWMA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The WPWMA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

6. Consultant Not Agent. Except as WPWMA may specify in writing Consultant shall have no authority, express or implied, to act on behalf of WPWMA in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind WPWMA to any obligation whatsoever.

7. Assignment/ Subcontracting Prohibited. Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of WPWMA, said approval to be in the sole discretion of WPWMA. Consultant shall not subcontract any portion of the work except as approved in advance and in writing by WPWMA or as set forth in Exhibit A, Scope of Services.

8. Personnel.

- A. Consultant warrants that all personnel assigned by Consultant to perform the services are duly trained and qualified to perform the work. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that WPWMA, in its sole discretion, at any time during the term of this Agreement, request the replacement of any person assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove and replace any such person immediately upon receiving notice from WPWMA.
- B. Notwithstanding the foregoing, if specific persons are designated as part of a project team in Exhibit A, Scope of Services, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or sub-consultants named in the project team by Consultant without the prior written consent of WPWMA shall be grounds for cancellation of the agreement by WPWMA, and payment shall be made pursuant to Paragraph 10 Termination only for that work performed by project team members.

9. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to WPWMA pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

10. Termination.

- A. In the event WPWMA, in its sole discretion, deems it in the best interests of the public, WPWMA shall have the right to terminate this Agreement at any time without cause by giving notice in writing of such termination to Consultant. In the event WPWMA shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event WPWMA shall terminate this Agreement:
 - 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

- 2) WPWMA shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- 3) WPWMA shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by WPWMA as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, WPWMA shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to WPWMA such financial information as in the judgment of the WPWMA is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy that WPWMA may have in law or equity.

- B. Consultant may terminate its services under this Agreement only upon good cause or upon the mutual agreement of the WPWMA, and shall provide thirty (30) working days advance written notice to the WPWMA of any such intent to terminate.

11. Non-Discrimination. Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code §12900 et seq.

12. Records. Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to WPWMA, and WPWMA shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until WPWMA is satisfied that work of such value has been rendered pursuant to this agreement. However, WPWMA shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

13. Ownership of Information. All professional and technical information developed under this Agreement and all worksheets, reports, notes and related data shall become the property of WPWMA, and Consultant agrees to deliver reproducible copies of such documents to WPWMA on completion of the services hereunder. The WPWMA agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

14. Waiver. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

15. Conflict of Interest. Consultant certifies that no official or employee of the WPWMA, nor any business entity in which an official of the WPWMA has, an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the WPWMA.

16. **Entirety of Agreement.** This Agreement contains the entire agreement of WPWMA and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

17. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

18. **General Compliance With Laws.** The Consultant shall exercise usual and customary care to comply with applicable Federal, State and local laws, statutes, rules, orders and regulations which are in effect as of the date of this Agreement, or which may later be enacted. Consultant shall comply with all laws regarding payment of prevailing wage, including, without limitation, California Labor Code section 1720, as such laws may be amended or modified. Consultant agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction. Copies of applicable prevailing wage rates are on file with and available upon request from the Department of Facility Services or at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Consultant agrees and acknowledges that the services provided under this Agreement may be subject to DIR Compliance Monitoring Unit requirements, and that further information on Compliance Monitoring Unit requirements can be found at <https://www.dir.ca.gov/dlse/cmu/cmu.html>.

Consultant further agrees to comply with all other related provisions of the California Labor Code, including but not limited to, the provisions of Labor Code Section 1775 relating to the payment of prevailing wages, Section 1777.5 relating to the employment of apprentices and Section 1811-1813 relating to the payment of Overtime, as such provisions may be amended or modified.. Consultant agrees and acknowledges that, 1) failure to comply with the proper prevailing wage requirements may result in a penalty of up to \$200 per day per worker; 2) failure to comply with apprenticeship requirements may result in a penalty of \$100-\$300 for each calendar day of violation; and, 3) failure to pay proper overtime rate may result in a penalty of \$25 per day per worker.

19. **Construction and Interpretation.** It is agreed and acknowledged by Consultant that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

20. **COVID-19.** Pursuant to any and all COVID-19 safety precautions in place at the time of the Event, Contractor and their staff shall comply with the applicable Executive Orders issued by the Governor of California and orders issued by the Placer County Health Officer at the time of the Event as they relate to sanitation, social distancing and the use of personal protective equipment.

ADMINISTRATING AGENCY: Western Placer Waste Management Authority

AGREEMENT: _____

DESCRIPTION: First Amendment to the Commercial Truck Scale Repair Agreement

This FIRST Amendment is made to be effective as of, from and after the day of _____, and between the **WESTERN PLACER WASTE MANAGEMENT AUTHORITY**, a Joint Powers Authority (hereinafter referred to as the "WPWMA"), and **USA SCALES, INC dba QUALITY SCALES UNLIMITED**, a California Corporation (hereinafter referred to as the "Consultant").

RECITALS

1. The WPWMA and Consultant have entered into that certain "Commercial Truck Scale Repair Agreement" as of August 19, 2020 (hereinafter referred to as the "Agreement").
2. Consultant began scale curb repairs on August 31, 2020 for scales one through four. Consultant and WPWMA determined the curbs deteriorated more quickly than anticipated since the repairs were originally estimated and specified in the Agreement. WPWMA staff solicited a proposal for more extensive repairs or replacement of the curbs with the intention that the repaired curbs require no further extensive repairs for approximately five years or more.
3. Consultant submitted two additional options for repair of the curbs including partial removal of the existing curbs or complete removal and replacement of the scale curbs. WPWMA staff reviewed the proposal and believes replacement of the curbs will result in the least scale downtime over the next five years of operation. Consultant understands the scope of work, has proposed a reasonable budget for the work of Forty One Thousand Dollars (\$41,000), and is uniquely suited to effectively complete the work.
4. The WPWMA and Consultant acknowledge that, by providing these additional services, the total cost of the Agreement shall increase to One Hundred Twenty One Thousand Dollars (\$121,000).
5. The WPWMA and Consultant desire to amend the Agreement to reflect the revised understanding between the parties as set forth below. All references in this First Amendment to a Section, to an Appendix, or to an Exhibit shall refer to that Section or Exhibit of the Agreement, and all terms defined in the Agreement shall have the same meaning herein.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- a. Exhibit A, Scope of Services, Task 2 Repair of Concrete Curbs, shall be amended to replace the text:

"To repair the bent curbs, Consultant shall bend the C-channel back to vertical. After straightening the bent portions, Consultant shall use epoxy grout to fill in any voids in the curbs."

With the following text as noted below:

"To repair the bent curbs, Consultant shall cut the existing curbs (steel reinforcement bar, upright C-channel and concrete, etc.) from the scales entirely with the exception of the section of Scale 4 that has already been encased in steel. Consultant shall haul and dispose the materials at the WPWMA facility but the related tipping fees normally

payable to the WPWMA will be paid for *by* the WPWMA. Consultant shall weld a section of four inch wide flat bar stock laid flat to the down-facing C-channel and weld a 4 x 6-inch steel angle stock to the new flat bar stock with the 6-inch section in the upright position. Consultant shall then enclose the angle stock by welding another section of approximately 7-inch angle stock set flush with the 6-inch side of the angle stock and joining the horizontal leg of the angle stock approximately 3-inches from the corner of the angle iron. Finally, Consultant shall fully enclose the fabricated curb section by welding flat stock at each end of the scale curbs."

b. The last sentence in item 2. **Payment**, shall be replaced with the following sentence:

"The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed One Hundred Twenty One Thousand Dollars (\$121,000) without the prior written approval of the WPWMA."

c. Exhibit B shall be deleted and Exhibit B.1 attached hereto is substituted therefore.

Except as expressly provided in this First Amendment, the Agreement shall remain unchanged and in full force and effect. After this First Amendment is duly executed and delivered by WPWMA and Consultant, this First Amendment shall be and constitute an integral part of the Agreement.

Executed as of the day first above stated:

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: _____

Executive Director or Designee

Date: _____

QUALITY SCALES UNLIMITED, CONSULTANT

By: _____

Rory Ward, President

By: _____

Courtney Ward, Secretary

Approved as to Form:

By: _____

WPWMA Counsel

EXHIBIT B.1

PAYMENT FOR SERVICES RENDERED

Payment to Consultant will be made by the WPWMA on an hourly basis in accordance with the schedule attached hereto as Exhibit B-1 and subject to the task budgets listed in Table 1, below.

Consultant shall submit invoices monthly and describe in detail the work and work hours performed, staff performing the work, staff hourly rate, and expenses for which reimbursement is claimed. Consultant shall also include with the monthly invoice a spreadsheet indicating task budgets, charges by task for each invoice, cumulative charges to date by task, and percent of budget remaining by task. Consultant shall state hourly time in increments of no less than one-quarter (1/4) of an hour.

Provided the work has been satisfactorily performed, WPWMA will pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide additional information requested by the WPWMA to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement shall not exceed One Hundred Twenty One Thousand Dollars (\$121,000) over the period of this Agreement; provided, however, upon written request of the Consultant and with written approval of the WPWMA's Executive Director or designee, the WPWMA may adjust the amount to be paid for any task if the WPWMA deems it necessary and appropriate.


Table 1 – Task Budgets

TASK	DESCRIPTION	BUDGET
1	Quarterly Scale Maintenance (Reserved, Not in Contract)	\$0
2	Repair of Concrete Curbs	\$76,000
3	Repair Call Out or Replacement of Broken Parts	\$45,000
TOTAL		\$121,000

The WPWMA may, in its sole discretion, withhold up to ten percent (10%) of any payment as security for the completion of the work. Within thirty (30) days after approval of Consultant's final invoice, and provided all services have been satisfactorily completed, WPWMA shall release and pay any withheld retention.

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **SEPTEMBER 17, 2020**
FROM: **KEN GREHM / ERIC ODDO** 
SUBJECT: **AMENDMENT TO THE WPWMA'S CONFLICT OF INTEREST CODE**

RECOMMENDED ACTION:

Adopt Resolution 20-3 which amends the WPWMA's Conflict of Interest Code.

BACKGROUND:

In August 2002, your Board adopted the Model Conflict of Interest Code as set forth in the California Code of Regulations and in conformance with the California Political Reform Act of 1974 (Act). Your Board subsequently amended the WPWMA's Conflict of Interest Code on September 9, 2010 to reflect changes to the designated positions.

The Act requires that every municipal agency review its conflict of interest code on a biennial basis to determine if it complies with current law, accurately depicts the appropriate list of designated positions and disclosure levels, and clearly indicates the agency filing officer. After reviewing the WPWMA's Conflict of Interest Code, staff determined that the list of designated positions require revision.

The attached Resolution 20-3 amends the WPWMA's Conflict of Interest Code by specifying the revised list of designated positions and their disclosure level and denoting the agency filing officer. Approval of the Resolution is required to comply with the Act; the approved Resolution is due to Placer County Counsel's office no later than October 1, 2020.

ENVIRONMENTAL CLEARANCE:

Amending the WPWMA's Conflict of Interest Code is not considered a "project" under the California Environmental Quality Act.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

ATTACHMENT: RESOLUTION 20-3

Before the Board of Directors

Western Placer Waste Management Authority

In the matter of:
**DESIGNATION OF POSITIONS REQUIRING
DISCLOSURE PURSUANT TO THE FAIR POLITICAL
PRACTICES COMMISSION MODEL CONFLICT
OF INTEREST CODE**

Resolution No. 20-3

The following **RESOLUTION** was duly passed by the Board of Directors of the Western Placer Waste Management Authority at a regular meeting held September 17, 2020, by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Western Placer
Waste Management Authority

Attest:

Clerk of said Board

WHEREAS, the Political Reform Act of 1974, as amended (“the Act”) requires that each municipal agency subject to the Act, including the Western Placer Waste Management Authority, adopt a local Conflict of Interest Code; and

WHEREAS, the Act requires the designation of positions within each agency subject to the adopted Conflict of Interest Code and the types of reportable interests which must be disclosed by any such designated position; and

WHEREAS, the Fair Political Practices Commission in administering the Act has adopted a regulation (2 California Code of Regulations §18730) which permits agencies subject to the Act to adopt, by reference, the Model Conflict of Interest Code developed by the Fair Political Practices Commission; and

WHEREAS, in 2002 pursuant to Resolution 02-04, the Western Placer Waste Management Authority adopted said Model Conflict of Interest Code and designated

those persons in the service of the Western Placer Waste Management Authority occupying designated positions requiring disclosure pursuant to the Act; and

WHEREAS, in 2010 pursuant to Resolution 10-07, the Western Placer Waste Management Authority amended Resolution 02-04 revising the list of designated positions and their disclosure level and designating the agency filing officer; and

WHEREAS, the designated positions listed in Resolution 10-07 now requires modification.


NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Western Placer Waste Management Authority that:

1. That the adopted Conflict of Interest Code of the Western Placer Waste Management Authority shall apply and be applicable to those persons in the service of the Western Placer Waste Management Authority as listed below. Each person occupying each designated position shall be assigned the disclosure category set forth below.
2. That each person in each designated position, as listed below, shall report, as required by the Western Placer Waste Management Authority's adopted Conflict of Interest Code, all reportable interests for their particular disclosure category.
3.

Designated Positions	Disclosure Category
Board of Directors	1
Board of Directors – Alternate	1
Executive Director	1
Deputy Executive Director	1
Program Manager	1
Administrative & Fiscal Operations Manager	1
Senior Civil Engineer	1
WPWMA Counsel	1
Deputy WPWMA Counsel	1
4. Disclosure Category 1: Persons in this category shall disclose (i) all income including gifts, loans and travel payments, (ii) all investments, (iii) interests in real property located within the jurisdiction or within two miles of the boundaries of the jurisdiction of any land owned or used by the Western Placer Waste Management Authority, and (iv) all positions in business entities.
5. Designated Filing Officer: WPWMA Secretary

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **SEPTEMBER 17, 2020**
FROM: **KEN GREHM / ERIC ODDO** 
SUBJECT: **AMENDMENT TO THE WPWMA'S PROCUREMENT PROTEST PROCEDURES**

RECOMMENDED ACTION:

Adopt Resolution 20-4 which amends the WPWMA's Procurement Protest Procedures.

BACKGROUND:

In February 2006, your Board adopted Resolution 06-02 that established WPWMA-specific procurement protest procedures. Prior to that time, the WPWMA utilized Placer County's protest procedures which at the time referred protests to a hearing committee comprised of the Placer County Auditor-Controller, Assistant County Executive Officer, and the Placer County Risk Manager for final resolution.

The WPWMA's current protest procedures stipulate that the Placer County Director of Administrative Services will perform the administrative review of protests and that your Board would preside over any subsequent protest hearing and make the final decision regarding the protest.

Placer County has subsequently eliminated the Director of Administrative Services position with protests and appeals now being decided by the Assistant County Executive Officer. As a result, the WPWMA's current protest procedures are no longer accurate and require revision.

ENVIRONMENTAL CLEARANCE:

Amending the WPWMA's procurement protest procedures is not considered a "project" under the California Environmental Quality Act.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

ATTACHMENT: RESOLUTION 20-4

Before the Board of Directors

Western Placer Waste Management Authority

In the matter of:
**AMENDMENT TO THE WPWMA PROCUREMENT
PROTEST PROCEDURES**

Resolution No. 20-4

The following **RESOLUTION** was duly passed by the Board of Directors of the Western Placer Waste Management Authority at a regular meeting held September 17, 2020, by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Western Placer
Waste Management Authority

Attest:

Clerk of said Board

WHEREAS, in February 2006, pursuant to Resolution 06-02, the Western Placer Waste Management Authority adopted Procurement Protest Procedure establishing the WPWMA Board of Directors as the hearing body for Protest Hearings; and

WHEREAS, the WPWMA's protest procedures call for the Placer County Director of Administrative Services to perform the administrative review of procurement protests related to WPWMA contracts and render a finding to either deny or uphold the protest; and

WHEREAS, Placer County has subsequently eliminated the Director of Administrative Services position and identified that procurement protests will be decided by the Placer County Assistant County Executive Officer; and

WHEREAS, the change in Placer County's administrative structure requires the WPWMA to amend its protest procedures.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Western Placer Waste Management Authority that this Board amends and replaces its procurement protest procedures previously adopted pursuant to Resolution 06-02 with the attached Procurement Protest Procedure.

WESTERN PLACER WASTE MANAGEMENT AUTHORITY
PROCUREMENT PROTEST PROCEDURE

I. Protests and Appeals.

Any Respondent who is aggrieved in connection with the solicitation of the Contract may protest to the Western Placer Waste Management Authority's Executive Director (hereafter "Director") at the following address:

Western Placer Waste Management Authority
ATTN: Executive Director
3013 Fiddymment Road
Roseville, CA 95747

The protest shall be submitted in writing and actually received by the Director within seven (7) Days after such aggrieved Respondent knows or should have known of the facts giving rise thereto. If the seventh Day falls on a weekend or WPWMA-recognized holiday, the protesting Respondent may submit the protest on the first workday following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest. In the event of a timely protest prior to the contract award, the procurement action shall be stayed pursuant to this Section VI of this Protest Procedure.

II. Grounds For Protest

- (a) The alleged grounds for protest shall be limited to the following: (1) the WPWMA failed to follow the procedures or requirements specified in the Contract Documents; (2) WPWMA employees or agents engaged in misconduct or impropriety, or; (3) the WPWMA's designation of the protesting Respondent as non-responsive and/or non-responsible was incorrect due to an issue of fact or law not apparent on the face of the solicitation.
- (b) The protest shall state all grounds claimed for the protest and include supporting documentation. Failure by the Respondent to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights on the part of the Respondent.

III. Administrative Review

Upon receipt of the protest in accordance with this Protest Procedure, the Director shall submit the matter to the Placer County Purchasing Manager for review. After determining the protest was properly filed, the Placer County Purchasing Manager shall investigate the protest and report their findings to the Director. The Director shall issue a written decision within five (5) working Days after receipt of the Placer County Purchasing Manager's findings. The decision shall:

- (a) Either deny or uphold the protest and include reasons for the decision.

- (b) Inform the protesting Respondent of the right to a Protest Hearing before the WPWMA Board of Directors.
- (c) Inform the protesting Respondent that a request for a Protest Hearing must be in accordance with Section IV, herein and submitted in writing to and actually received by the Director at the address stated in Section I herein within five (5) Days after receipt of the decision by the Director. If the fifth Day falls on a weekend or WPWMA-recognized holiday, the protesting Respondent may submit the request on the first workday following such weekend or holiday.

IV. Request for Hearing.

Any written request for a Protest Hearing before the WPWMA Board of Directors shall include a detailed factual response to the decision of the Director, including supporting documentation.

V. Protest Hearing Procedures

- (a) If a written request for a Protest Hearing before the WPWMA Board of Directors has been timely received and with the contents required by this Protest Procedure, the Deputy Executive Director of the WPWMA or designee shall schedule the hearing before the WPWMA Board of Directors at a date, time, and location to be held within sixty (60) Days from the date of the Director's receipt of the request for a hearing.
- (b) Once the Deputy Executive Director of the WPWMA or designee has scheduled the Protest Hearing, written notification thereof shall be given to the appellant by personal service, fax, and/or U.S. Mail not less than five (5) Days in advance of the date of the hearing.
- (c) At the Protest Hearing, the appellant shall have the right to testify, to be represented by counsel, to present witnesses on his/her/its own behalf, and to present oral and written documents and evidence on the issues.
- (d) At the conclusion of the Protest Hearing, the WPWMA Board of Directors shall make findings of fact and issue a written decision concerning the issue(s) raised by the appellant. The WPWMA Board of Directors may issue its decision any time after the conclusion of the Protest Hearing up to ten (10) working Days after the close of hearing.
- (e) The Protest Hearing shall be recorded by a certified court reporter or tape recorded.
- (f) The decision of the WPWMA Board of Directors shall be final.

VI. Stay of Contract Award During a Protest.

In the event of a timely protest pursuant to this Protest Procedure, the WPWMA shall not award the Contract until the protest is resolved unless the Director makes a written determination that the award of the Contract without delay is necessary to protect a substantial interest of the WPWMA.

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**
FROM: **KEN GREHM**
SUBJECT: **NORTECH WASTE, LLC PROPOSAL**

DATE: **SEPTEMBER 17, 2020**

RECOMMENDED ACTION:

Staff recommends your Board:

1. Receive a presentation from Nortech Waste, LLC related to its sole-source proposal to enter into a 20-year agreement to operate the Materials Recovery Facility and Western Regional Sanitary Landfill; and
2. Decline to enter into a sole-source agreement with Nortech Waste, LLC for future operation of the Materials Recovery Facility and Western Regional Sanitary Landfill.

BACKGROUND:

At the September 2018 meeting, your Board directed staff to enter into negotiations with Nortech Waste, LLC (Nortech) to develop deal points related to modifications to the Materials Recovery Facility (MRF) and an extension of the MRF and Western Regional Sanitary Landfill (WRSL) operating agreements.

After numerous discussions with WPWMA staff, Nortech proposed a 20-year agreement which involved: 1) expanding and modifying the composting operation, 2) developing a new construction and demolition (C&D) processing area that would result in greater diversion of these materials, and 3) partnership with EcoHub to develop a new municipal solid waste (MSW) materials recovery facility. As proposed, the new MRF would achieve higher diversion rates than the current MRF, ensure compliance with SB 1383, and include on-site technologies and industries that would serve to establish a local market for materials recovered at the site.

Details related to Nortech's proposal were presented to your Board at the May 21, 2020 meeting. At that time, your Board directed staff to continue dialog with Nortech regarding its proposal while at the same time developing Requests for Proposals (RFP) for future MRF and WRSL operations.

In early June, Nortech provided the WPWMA with a more detailed proposal that included: 1) fully transitioning to aerated static pile composting methods, 2) converting the existing MRF building to process C&D and achieve a diversion rate of at least 68% from this stream¹, 3) building a new MRF (at no additional capital cost to the WPWMA) that would achieve a diversion rate of at least 80% from the MSW stream², 4) guaranteeing full compliance with SB 1383 without the need to co-collect and compost foodwaste with greenwaste, and 5) establishing guaranteed end-use markets for all products including implementation of on-site end-use markets consistent with the WPWMA's Waste Action Plan of hosting compatible manufacturing and technologies on its properties.

¹ Thereby meeting and exceeding the CalGreen standard of 65%.

² The current MRF recovery rate is approximately 24%.

WPWMA and Member Agency staff reviewed Nortech's proposal and submitted a series of questions to Nortech to help clarify elements of its proposal. Nortech and EcoHub subsequently provided written responses to these questions and made a detailed presentation to WPWMA and Member Agency staff addressing the identified issues.

On Friday September 4th, Nortech issued a revised proposal that reduced the proposed MSW tipping fee³ to \$40 per ton and indicated they would hold it constant over the term of the agreement.

Representatives from Nortech have requested the opportunity to make a presentation to your Board this evening to provide an overview of their proposal prior to your Board's consideration of staff's recommendation.

Staff believes Nortech's proposal has merit, appears to meet the WPWMA's long-term needs, continues the WPWMA's successful "One Big Bin" approach for providing recycling and disposal services, aligns with the WPWMA's Waste Action Plan and does so under a favorable cost structure. However, staff also believes that entering into a long-term agreement without conducting a competitive procurement process could present certain technical, legal and economic risks that are significant enough to warrant your Board declining to accept Nortech's offer as currently presented.

ENVIRONMENTAL CLEARANCE:

The recommended action is not considered a "project" under the California Environmental Quality Act. If your Board however were to accept Nortech's proposal, the subsequent modifications to the facility would be subject to additional environmental review and could be added to the Waste Action Plan EIR currently being developed by Jacobs Engineering on behalf of the WPWMA.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

Staff's preliminary estimates suggest that If your Board were to accept Nortech's proposal that tipping fees for C&D, green and wood waste, and inert materials would need to be adjusted upwards but that the current tipping fee of \$73 per ton would be sufficient to cover anticipated operating costs and continue to make regular contributions to reserves.

³ Coinciding with operations of the new MRF which Nortech and EcoHub estimate could be as early as FY 2022/23.

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **SEPTEMBER 17, 2020**
FROM: **KEN GREHM / KEVIN BELL**
SUBJECT: **MRF AND WRSL REQUESTS FOR PROPOSALS**

RECOMMENDED ACTION:

Approve Requests for Proposals for operation of the Material Recovery Facility (MRF) and Western Regional Sanitary Landfill (WRSL) and direct staff to work with Placer County's Procurement Services Division to publicly release the Requests for Proposals.

BACKGROUND:

At the May 21, 2020 meeting, your Board directed staff to develop Requests for Proposals (RFP) for future MRF and WRSL operations and authorized the Executive Director, or designee, to enter into agreements up to a total of \$100,000 for assistance related to developing the RFPs.

Understanding the significance of this effort and the importance that the resulting RFPs address not only the needs of the WPWMA but also of each of the Member Agencies, staff convened a Technical Advisory Committee (TAC) comprised of representatives of each of the Member Agencies.

The first action of the TAC was to identify potential third-party firms that would be well qualified to assist with the development of the RFPs. Following this discussion, a request for scopes of work and budgets were sent to R3 Consulting Group, SCS Engineers and HF&H Consultants. R3 was ultimately selected to provide the necessary services and began work with the WPWMA in early July.

In late June the TAC held its first meeting with regular meetings through early September thereafter. The focus of the meetings was to provide input to R3 on matters of importance to the Member Agencies and to review and comment on work products produced by R3. As a result of these discussions, the overarching emphasis of the RFPs is to: 1) ensure compliance with all applicable regulations, particularly SB 1383 related to organics diversion and 2) provide the necessary services as cost effectively as possible. Additionally, the ability to achieve material diversion rates beyond those required by regulations, take actions to foster stable and reliable material markets, and reduce the potential for facility odors were identified as valuable and desirable. The RFPs were also drafted in such a way as to allow proposers to provide unique and different approaches to accomplishing these goals. Copies of the RFPs are on file with the Clerk of the Board.

During the August 26th TAC meeting a poll was taken of Member Agency staff as it relates to the public release of the RFPs at which point it was the unanimous recommendation to proceed with the competitive procurement process and issue the RFPs. Following receipt of Nortech's September 4th revised proposal, the TAC as again polled; their recommendation to proceed with release of the RFPs was unchanged.

Staff concur with the recommendation of the TAC and are recommending your Board approve and direct staff to publicly release the RFPs and commence the procurement process.

Should your Board approve and direct staff to publicly release the RFPs, staff will work with Placer County's Procurement Services Division to release the documents as soon as practical.

ENVIRONMENTAL CLEARANCE:

Providing the requested direction to staff is not considered a "project" under the California Environmental Quality Act. Any subsequent modifications to the facility would be subject to additional environmental review. Following the procurement process, staff will initiate the appropriate level of environmental review and return to your Board as appropriate.

FISCAL IMPACT:

Staff anticipates that proceeding with the procurement process will require an amendment to the existing agreement with R3 and a separate agreement with outside legal counsel. Staff estimates that these additional efforts could cost between \$300,000 to \$500,000.

Additionally, as noted in the proposed MRF RFP, staff is recommending a two-phased procurement approach similar to the approach the WPWMA took during the last MRF competitive procurement in 2004. In the second phase of the procurement process, the WPWMA would compensate "finalists" \$50,000 each towards the furtherance of the facility modifications design. Staff anticipates that as many as three proposers would be selected by the WPWMA to further the designs for a total additional cost to the WPWMA of \$150,000.

This additional funding is not currently identified in the FY 2020/21 Preliminary Budgets. Should your Board direct staff to proceed with the competitive procurement process, staff will include this additional funding in the Final Budgets scheduled for your Board's consideration later this year.

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **SEPTEMBER 17, 2020**

FROM: **KEN GREHM / KEVIN BELL**

SUBJECT: **WPWMA LABOR STUDY**

RECOMMENDED ACTION:

Staff recommends your Board accept the 2020 Labor Study Final Report prepared by Municipal Resource Group (MRG) on behalf of the WPWMA.

BACKGROUND:

At the November 14, 2019 meeting, your Board approved an agreement with MRG to perform a staffing evaluation due to the changing regulatory environment and as challenges and opportunities continue to arise in the solid waste industry. The labor study included analyzing and prioritizing current WPWMA services and tasks, calculating the number of labor hours necessary to perform the identified tasks, evaluating and comparing current staffing to other similar operations and developing a staffing level recommendation.

Staff is submitting the 2020 Labor Study Final Report to your Board for acceptance and plans to return to your Board in October for deliberation on and recommended actions related to staffing levels. In summary, the Labor Study Final Report includes the following findings and major recommendations as well as a number of other less significant recommendations:

1. The WPWMA is operating at a work hour deficit. Staff do not have enough available work hours to complete regular and routine tasks within prescribed timelines.
2. Staff has minimal availability to devote to strategic or emerging issues.
3. WPWMA staffing levels are below the average of comparable solid waste agencies.
4. MRG recommends 3 additional staff people to accommodate workload and priorities.
5. MRG recommends reorganizing staff around the three divisions of Administration, Operations and Engineering.
6. For the future, WPWMA may want to become more independent and provide for its own 100% dedicated General Manager as well as its own administrative staff.

ENVIRONMENTAL CLEARANCE:

The recommended action is exempt under Section 15061(b)(3) of the CEQA Guidelines. Staff has determined that modification to its staffing structure would not have a significant effect on the environment.

FISCAL IMPACT:

MRG estimates the immediate recommendation to add three full time staff members could result in an additional annual cost to the WPWMA of \$500,000. Preliminary calculations by staff based on MRG's estimate suggest as much as a 1.7% increase to tipping fees may be necessary to offset the additional labor cost. Future independence of the WPWMA could lead to additional costs depending on the degree of independence desired by your Board.